

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF IOWA

In re:

BRADLEY DEAN RIZZIO  
Debtor

DR. BRIAN WEAVER  
Plaintiff

v.

BRADLEY DEAN RIZZIO  
Defendant

CHAPTER 7  
Case No.

93-10412LC

Adversary Proceeding No.  
93-1111KC

FILED  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF IOWA  
JAN 20 1994  
BARBARA A. EVERLY, CLERK

**JUDGMENT**

The issues of this proceeding having been duly considered by the Honorable Paul J. Kilburg, United States Bankruptcy Judge, and a decision having been reached without trial or hearing,

IT IS ORDERED AND ADJUDGED: The Stipulation of Settlement and Consent to Entry of Judgment signed by Debtor and Plaintiff is approved in its entirety and judgment is entered in favor of Plaintiff and against Defendant in the amount of \$1,250.00 in accordance with the terms of the Stipulation and that this judgment is deemed nondischargeable.



[Seal of the U.S. Bankruptcy Court]  
Date of Issuance: January 20, 1994

BARBARA A. EVERLY  
Clerk of Bankruptcy Court

By: *Manuel A. Bolay*  
Deputy Clerk

Recorded Vol III  
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UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF IOWA

JAN 20 1994

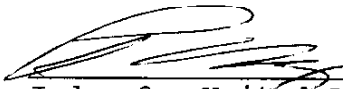
IN RE:	)	Chapter 7	BARBARA A. EVERLY, CLERK
	)	Bankruptcy No. 93-10412LC	
BRADLEY DEAN RIZZIO	)		
	)		
Debtor,	)		
	)	Adversary Proceeding No.	
DR. BRIAN WEAVER	)	93-1111KC	
	)		
Plaintiff,	)		
	)		
vs.	)		
	)		
BRADLEY DEAN RIZZIO	)	ORDER	
	)		
Defendant.	)		

And now, on this 20 day of January, 1994, the Stipulation of Settlement and Consent to Entry of Judgment in the above matter having come before the court and the Court having reviewed it FINDS that all terms and conditions set forth in said Stipulation are acceptable and agreed to by the Parties.

It is, therefore, the Order of this Court that the Stipulation of Settlement and Consent to Entry of Judgment signed by Debtor and Plaintiff is approved in its entirety and Judgment is hereby ordered in accordance with the terms and conditions therein.

It is specifically ordered that judgment is entered in favor of Plaintiff and against Defendant in the amount of \$1,250.00 in accordance with the terms of the Stipulation and that this Judgment is deemed nondischargeable in the present bankruptcy case and in any bankruptcy case which could be filed under any chapter of the United States Bankruptcy Court as well as the laws of the United States and the laws of the State of Iowa.

Dated this 20 day of January, 1994.

  
\_\_\_\_\_  
Judge for United States Bankruptcy Court  
Northern District of Iowa

ORDER PREPARED BY PLAINTIFFS COUNSEL PHILLIP SEIDL

Notice sent to: (w/ Judgment)

Philip Seidl  
Suite 465, 150 First Avenue NE  
Cedar Rapids, IA 52401

Mark Brown  
215 3rd Avenue SW  
Cedar Rapids, IA 52404

US Trustee - CR  
675 The Center, Box 47  
425 Second Street SE  
Cedar Rapids, IA 52401

1-20-94

mg

FILED  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF IOWA

JAN 19 1994

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF IOWA BARBARA A. EVERLY, CLERK

IN RE:	)	
	)	
BRADLEY DEAN RIZZIO	)	CHAPTER 7
	)	BANKRUPTCY NO. 93-10412LC
Debtor,	)	
	)	
DR. BRIAN WEAVER	)	
	)	ADVERSARY PROCEEDING NO.
Plaintiff,	)	93-111KC
	)	
vs.	)	
	)	
BRADLEY DEAN RIZZIO	)	
	)	
Defendant.	)	

STIPULATION OF SETTLEMENT AND CONSENT TO ENTRY OF JUDGMENT

COME NOW the parties and hereby agree to the Stipulation of Settlement set forth below and the entry of Judgment, stating to the Court the following:

1. The Defendant, Bradley Dean Rizzio, hereby consents to the entry of Judgment against him in the amount of \$1,250.00 which shall be paid as follows: \$100.00 per month plus accrued interest on the unpaid balance of judgment at the rate of 10% per anum commencing December 15, 1993 to be paid on the following dates set forth below:

DATE	AMOUNT
January 15, 1994	\$100.00 plus accrued interest
February 15, 1994	\$100.00 plus accrued interest
March 15, 1994	\$100.00 plus accrued interest
April 15, 1994	\$100.00 plus accrued interest
May 15, 1994	\$100.00 plus accrued interest
June 15, 1994	\$100.00 plus accrued interest
July 15, 1994	\$100.00 plus accrued interest
August 15, 1994	\$100.00 plus accrued interest
September 15, 1994	\$100.00 plus accrued interest
October 15, 1994	\$100.00 plus accrued interest
November 15, 1994	\$100.00 plus accrued interest
December 15, 1994	\$100.00 plus accrued interest
January 15, 1995	\$ 50.00 plus accrued interest

2. The interest shall accrue on the unpaid balance of the Judgment at the rate of 10% per anum beginning December 15, 1993 and continuing thereafter until Judgment has been paid in full.

3. Plaintiff agrees to forego any collection, garnishment or

levy upon the assets of the defendant, provided that payments are made no later than default periods as set forth in paragraph four (4) below.

4. **Default Provisions.** The parties hereby agree that in the event a payment is not made on the date scheduled above, Plaintiff shall notify Defendant and Defendant's counsel by certified mail, return-receipt requested, at the addresses set forth below:

Bradley Dean Rizzio  
1420 Sierra Drive, NE, Apt. C  
Cedar Rapids, Iowa 52404

Mark Brown  
215 Third Avenue, SW  
Cedar Rapids, Iowa 52404

Notice shall be deemed given when mailed. After Notice, the Defendant shall have thirty (30) days to cure the default by making the payments as required by this Settlement Agreement, together with all interest. In the event payment of an installment is not made within thirty (30) days of Notification of Default by Plaintiff, Plaintiff may, at his option, accelerate the balance due and owing on said Judgment and begin formal collection efforts including levy, execution, and garnishment as well as all other methods of collection available to him under Iowa law. In the event of acceleration, debtor agrees to pay any and all reasonable attorney fees and cost related to collection.


5. The parties specifically stipulate and Defendant specifically agrees that this Judgment shall be deemed nondischargeable the parties specifically stipulate and defendant specifically agrees that this Judgment shall be deemed nondischargeable in the present bankruptcy case and in any bankruptcy case which could be filed under any chapter of the United States Bankruptcy Code, as well as under the laws of the United States and the laws of the State of Iowa.

6. Defendant agrees to reimburse Plaintiff the sum of \$60.00 representing court costs incurred by Plaintiff in his adversary action against Defendant. This sum to be paid upon execution of this agreement.


7. Defendant, at his sole option, may pay all installments in advance or prepay without penalty.

8. In consideration of the Settlement under this Stipulation and the compromise of indebtedness, debtor specifically releases, acquits and forever Dr. Brian Weaver individually and d/b/a Blairs Ferry Vision Care, and all other firms, persons and/or corporations from any and all liability whatsoever including all claims, demands and causes of action of every nature affecting Defendant and which Defendant may have or ever claim to have by reason of the transactions which are the subject of this adversary proceeding and any other transactions between Plaintiff and Defendant prior to the date of this Stipulation.

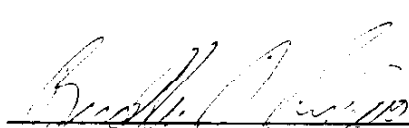
Dated this 19<sup>th</sup> day of ~~December~~<sup>JANUARY</sup>, 1994.

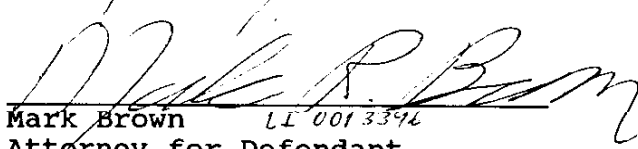
  
Phillip D. Seidl  
Attorney for Plaintiff

LI 0005047

  
Dr. Brian Weaver

Dated this 6<sup>th</sup> day of ~~December~~<sup>JANUARY</sup>, 1993.

  
Bradley Dean Rizzio

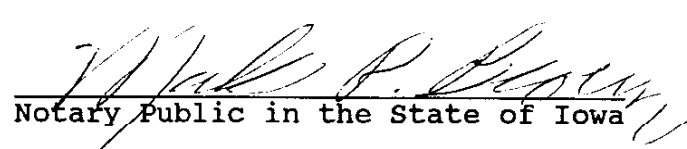
  
Mark Brown  
Attorney for Defendant

LI 0013342

STATE OF IOWA )  
 ) ss.  
COUNTY OF LINN )

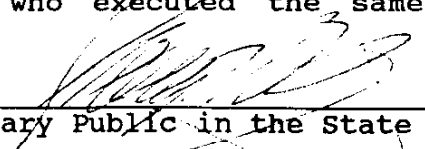
On this 6<sup>th</sup> day of ~~December~~<sup>JANUARY</sup>, 1993, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Bradley Dean Rizzio to me known to be the identical person named in and who executed the same as his voluntary act and deed.



  
Notary Public in the State of Iowa

STATE OF IOWA )  
 ) ss.  
COUNTY OF LINN )

On this 19<sup>th</sup> day of ~~December~~<sup>JANUARY</sup>, 1994, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Dr. Brian Weaver to me known to be the identical person named in and who executed the same as his voluntary act and deed.

  
Notary Public in the State of Iowa